

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. OKLAHOMA CITY GREATER)
GOSPEL KINGDOM CHURCH OF)
GOD IN CHRIST, an Oklahoma)
not-for-profit corporation,)

Plaintiff,)

v.)

1. GUIDEONE MUTUAL)
INSURANCE COMPANY,)
a for-profit insurance corporation,)

Defendant.)

CASE NO.: CIV-18-347-HE

COMPLAINT

A. PARTIES

1. Plaintiff, Oklahoma City Greater Gospel Kingdom Church of God in Christ (hereinafter referred to as “Greater Gospel Kingdom Church” or “Plaintiff”), is an Oklahoma not-for-profit corporation incorporated and organized under the laws of the State of Oklahoma.
2. Defendant, GuideOne Mutual Insurance Company (hereinafter referred to as “GuideOne” or “Defendant”), is a foreign for-profit insurance corporation incorporated and organized under the laws of the State of Iowa.
3. The principal place of business for Defendant, GuideOne Mutual Insurance Company, is West Des Moines, Iowa.

4. The Defendant, GuideOne Mutual Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.
5. The Plaintiff, Greater Gospel Kingdom Church, is an Oklahoma not-for-profit corporation with its principal location at 3441 SW 25th Street, Oklahoma City, OK 73108.
6. This action is not related to any other case filed in this court.

B. JURISDICTION

7. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. FACTS

8. At all times material hereto, Plaintiff was insured under the terms and conditions of a property insurance policy, policy number 001435749, issued by the Defendant.
9. At all times material hereto, Plaintiff complied with the terms and conditions of its insurance policy.
10. In January 2017, Plaintiff made a claim for damages to the interior of its affiliated buildings and structures located at 3441 SW 25th Street, Oklahoma City, OK 73108.

11. The interior damage sustained by Plaintiff are covered perils and are not limited or excluded pursuant to the terms and conditions of Plaintiff's property insurance policy.
12. As a result of the claim made by Plaintiff, Defendant assigned claim number AA082643 to the claim.
13. Thereafter, Defendant failed to properly investigate and evaluate the damages to Plaintiff's property.
14. On or about March 29, 2017, Defendant denied claim number AA082643.
15. On April 18, 2017, the roof of Plaintiff's building caved in leaving a giant hole.
16. As a result of the collapse, Plaintiff made a new claim for damages to its affiliated buildings and structures located at 3441 SW 25th Street, Oklahoma City, OK 73108.
17. The collapse and associated damage sustained by Plaintiff are covered perils and are not limited or excluded pursuant to the terms and conditions of Plaintiff's property insurance policy.
18. As a result of the second claim made by Plaintiff, Defendant assigned claim number AA087422 to the claim.
19. Defendant subsequently reopened claim number AA082643.
20. Defendant has never taken any steps to adjust or evaluate claim number AA087422.

D. COUNT I: BREACH OF CONTRACT

21. Plaintiff hereby asserts, alleges and incorporates paragraphs 1-20 herein.
22. The property insurance policy No. 001435749, issued by Defendant was in effect in January, 2017.
23. The acts and omissions of Defendant in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant breached its contract with Plaintiff by failing to conduct a reasonable investigation of the Plaintiff's claim and by improperly denying payment for damaged property and for underpaying property damage.
24. Although Plaintiff made a demand for payment under the terms and conditions of its insurance policy, Defendant's acts and omissions, including the improper denial of policy benefits owed on Plaintiff's two separate claims and underpayment of Plaintiff's claim constitutes a breach of contract for which contractual damages are hereby sought.

E. COUNT II: BAD FAITH

25. Plaintiff hereby asserts, alleges and incorporates paragraphs 1-24 herein.
26. The acts and omissions of the Defendant in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.
27. Defendant acted unreasonably, outside of insurance industry standards, and in bad faith and by failing to timely investigate and evaluate Plaintiff's claim.

Defendant was hostile to the Plaintiff and failed to work with the Plaintiff in the investigation and adjustment of its property damage claim which resulted in a wrongful denial of policy benefits for covered property.

28. Defendant's unreasonable and bad faith refusal to timely investigate and evaluate Plaintiff's claim resulted in Plaintiff sustaining additional damage to its property.
29. Defendant's unreasonable and bad faith refusal to pay for covered damages was unreasonable, outside of insurance company standards, committed in bad faith and was part of a nationwide claims strategy to improperly reduce claim payments issued to Defendant's standards.
30. Defendant's unreasonable and bad faith refusal to pay for covered damages placed Plaintiff's congregation at an un-necessary risk of life and limb and evidenced conduct life-threatening to humans.
31. Specifically, Defendant intentionally concealed and withheld from its insured, Plaintiff, that the condition of its property following the report of claim number AA082643 constituted a life safety risk.

F. COUNT III: PUNITIVE DAMAGES

32. Plaintiff hereby asserts, alleges and incorporates paragraphs 1 – 31 herein.
33. The unreasonable conduct of the Defendant in the handling of Plaintiff's claim, was intentional, willful, wanton, and was committed with a reckless disregard for the rights of the Plaintiff for which punitive damages are hereby sought.

G. DEMAND FOR JURY TRIAL

34. The Plaintiff hereby requests that the matters set forth herein be determined by a jury of its peers.

H. PRAYER

35. Having properly pled, the Plaintiff, Greater Gospel Kingdom Church, seeks contractual, bad faith and punitive damages against the Defendant, GuideOne Mutual Insurance Company, together in an amount in excess of \$75,000.00; including costs, interest, and attorney fees.

Respectfully submitted,

s/ Kenyatta R. Bethea

Kenyatta R. Bethea, OBA# 18650

HOLLOWAY, BETHEA & OSENBAUGH

3035 N.W. 63rd, Suite 102N

Oklahoma City, OK 73116

Telephone: (405) 246-0600

Facsimile: (405) 810-4080

kbethea@hbolaw.com

ATTORNEYS FOR PLAINTIFF

OKLAHOMA CITY GREATER GOSPEL

KINGDOM CHURCH OF GOD IN CHRIST

ATTORNEY LIEN CLAIMED!

JURY TRIAL DEMAND!